Thus, by the mere fact of a double principle at once disclosed to Europe,—the democratic principle and sympathetic principle—the external power, with one hand resting on the right of Nations, the other on the inaugressive but imposing masses of four armies of observation, posing masses of tour armies of observation, partners, J.—The declaration in this case

forms, and which assimulates the world for you.

France abroad was imprisoned in limits which she could not break but by a general war. Europe, populations and governments, were all a-

cause to suspect us with respect to Spain. Rus-sia has time to reflect on the only bond of unity. But it is to be observed, that the company es sia has time to reflect on the only bond of unity that can exist between her and us; the re-constitution of Poland, independent and free.—
[Loud Cheers.] The Empire of Austria co longer treats, except of ransoming Italy; Prussia renounces all other aggrandizement, except by liberty. All this shows the approaching coalstockholders and capital, the same name and

turity of civilized nations; our vital air is the breath of liberty in the free breasts of the whole universe. (Immense Cheering.) Three months have not yet passed over; and, if democracy is to have its thirty years war, as Protestantism that the principle of the debt by the plaintiffs, is had, France, in place of marching at the head of thirty six millions of the state and very decisive evidence that the

E. P. WALTON, JR., EDITOR.

Thursday, June 8, 1848.



JOHN McLEAN.

OF OHIO.

U. S. CIRCUIT AND DISTRICT

COURT. At the recent setting of these Courts for the

mont, which was several years in operation, and current, and other necessary communications, to continued to do business until September, 1835, be sent to and answered by all. It is usual in On the 10th of March, 1836, the defendant, such cases to commit the transaction of the bu-

these basis are—a President of the Germanic Confederation, elected for three years. This President is invested with the right of peace and war. The Parliament is composed of two chambers—one, envoys of the princes, and the other elected by the people. It has for its executive force an arread national guard. Its first other elected by the people. It has for its executive force an armed national guard. Its first session opened at Frankfort in the same month as our Constituent Assembly. Thus, from all parts, since the proclamation of the Republic, under varied forms and analogous to the genius of the people, Demecracy organizes itself on the French model. I shall not trace through the other states of Europe the more or less rapid march of the national principle, or of the liberal principle, or of the liberal principle accelerated. In principle, or of the liberal principle accelerated by the revolution of February. Ideas overflow their channels everywhere, and these ideas bear ing been so paid, and to make up an even athe name of France! On every side you have mount, the sum of \$10,020 was paid in cash to but to choose between a certain and honorable the defendants, so as to make the exact sum of peace, and a partial war with nations for allies. \$142,000, the amount of the four notes. The other facts in the case, as well as the questions

witnesseth the up-heavings of the continent, contains two counts, one for money had and re-without ambition as without weakness—ready to coived, and the other on an account stated. In boundaries, or to collarge them according to her right, her honor, and the security of her frontiers. Her frontiers? I use a word which has lost part of its meaning under the Republic. The dum-ocratic and fraternal principle has become the real frontier of France. (Cheers.) It is not her soil that enlarges; it is her influence, it is her possess different degrees of importance, both sphere of radiation and attraction on the contithe disinterested and intellectual patronage manner, as will enable me to dispose of them she exercises over nations; in short, it is the with as much brevity and as little repetition French system, substituted, in three days and in as practicable, entering no further into the three months, for the system of the Holy Alli- facts than may be necessary to present, fully ance! The Republic understood at the first and intelligibly, the grounds of decision upon

word the new policy which the philosophy, the humanity, the reason of the age were at last to inaugurate among nations by the hands of our country!

1 want no farther proof than this of the divine origin of Democracy, and that it will triumph is the origin or foundation of the principal claim throughout Europe as rapidly and as glorisusly in question, was made sometime after the 10th of as at Paris. (Loud applause.) France will have March, and carried into execution the 1st of Achanged her glory; nothing more! If some few pril, of the same year. The precise day of the minds, still backward in understanding what is organization of the plaintiffs as a banking comreal strength and true greatness, or impatient to pany not being shown; it is objected that it does push on the fortunes of France, reproached the not appear that they were organized, and compe Republic with not having done violence to mations by offering them liberty at bayonet's point, contract was made. To this, it seems to me, an which would have resembled a conquest, we will answer was given by the counsel for the plain-say to them: "behold what a royalty of eight-tiffs, which is quite sufficient. The act of incen years did for France abroad; behold what the corporation having provided, that notice of the Republic has effected in less than three months!" organization should be given on or before the Compare the France of the 23d February with 3d of March then next ensuing, and the Bank the France of the 6th May, and wait with pa-tience even for glory, and give time to the prin-act, it is to be presumed that it was organized ciple which works, which combats, which trans- as early as the time prescribed, which was o

gainst us. We had five great powers, compact and united together by an anti-revolutionary interest against France. Switzerland was betrayed, Italy sold, Germany hostile. France was obliged to conceal her revolutionary nature, and to make herself as insignificant as possible, for fear of agitating a people, or disquieting a king.

Once that this weight was removed, see what other destiny has been given to her by resubtive. other destiny has been given to her by republi. was entered into, it is insisted that it must be can peace! The great powers regard with unensiness the slightest of her movements. Not to be otherwise, of which it is said there is none, one of them has protested against the eventual that the contract was made with that company; and legitimate revision of the treatics of 1815, and consequently, that the plaintiffs, as to one which a word of curs has blotted out just as well and much the most considerable of the claims as 10,000 could do. England has no longer any in question, are mere strangers for any thing that

tion of nations, leaning by necessity on the sup-port of France, in place of being turned against stitution could have the capacity, so far as a state in-ber by the policy of their governments; Turin is becoming stronger and stronger, by concen-trating her power; Raly is free. A cry of dis-tress would call France there, not to effect conquest, so that the banking operations, which would but to afford protection. (Cheers.) The only cease under the one, night be continued, withconquest that we desire beyond the Alps, is the out intermission or interruption, under the new friendship of the nations that have been enfranchised; in a word, we were thirty-six millions new company, as we have seen, was to come of men isolated on the continent; no European and did come into existence, as an organized thought was permitted us; no collective action corporate body, before or smultaneously with was possible; such a system was one of repressible termination of the banking powers and ope-ion and (orce; the horizon was exceedingly liminations of the old company; and all the estate ited; sir was wanting to our dignity as to our and effects of the old company were transferred policy.

At present, our system is the system of a democratic truth, which shall swell to the proportions of a social universal faith; our horizon is the fu-immediately in order to fulfil the purpose in

of thirty-six millions of men, counting in her system allies, Switzerland, Italy, and the eman-cipated populations of Germany, marches alcipated populations of Germany, marches al-ready at the head of eighty-eight millions of friends and confederates. What victories could Peck, one of the defendants, were given in evihave procured to the Republic such a confederation, obtained without having cost a single life? sible, at least so far as it concerns any of the France, at the fall of royalty, has risen from her defendants but Peck himself. The objection abasement, as a vessel, when too heavily laden. to it rests upon the ground, that though the derights itself when relieved. Such is the exact fendants were joint purchasers of the property, picture of our foreign situation. The happiness and gave their joint notes for the price, they or the glory of this situation belongs altogether were not partners, at least in such a sense as to to the Republic. We accept only the responsi-bility of it; and we shall always felicitate our-selves, in appearing before the representatives of the people, to be able to hand over to them the and strictly speaking, but only as joint contract-Republic in peace, with every assurance of greatness, and its hands full of alliances and pure from human blood. (Long continued apone of several joint debtors, either by word or act, is evidence to take the debt out of the statute of limitations as to ail. Thus payment Wotchman & State Journal. by one, says Lord Mansfield in Whitcomb vs. Whiting, 3 Doug. 652, is payment for all, the one seting, virtually, as agent for the re-t; and in the same manner, he adds, an admission by one is an admission by all. This principle however, does not extend to the creation of a new substantive obligation, or a new additional liability; nor to any thing which is necessary to done by the party claiming to perfect or give effect to a conditional or imperfect obli-gation or liability—such, for instance, as a de-mand of payment and notice of non-payment of a promissery note indersed by several joint payees. There the admission of one of the indersers, ei-ther as to the demand or notice, is probably no evidence against the other, especially so as notice is necessary to each. But payment by one on a note in pursuance of an existing joint liability, or an admission by one that the note is unpaid, or that a particular balance is due upon it, whether b stating an account or otherwise, is good evi-dence against all in an action for the money due upon the note. That neither creates a new contract nor enlarges the preexisting obligation or liability, but merely shows that that obliga-tion or liability has not been discharged, or dis

charged but in part only.

But however that may oe, if it sufficiently appears that Peck was the agent to take care of the joint concern, and transact the busines growing out of it, in behalf of the other defendous as well as himself, his acts or admission while so acting, relative to anything within the District of Vermont, in the absence of Judge scope of his authority, are, undoubtedly, in law, the acts and admissions of all and binding upon satisfaction of all parties," says the Windsor Journal. Among the cases was an important one, fully reported below.

Circuit Court of the United States,

DISTRICT OF VERMONT.

MAY TERM, 1848.

The President, Directors and Co. of the Bank of The President, Directors and Co. of the Bank of the United States, vs. Wythys Lyman et al.

In this case, a verdict was taken for the plaintiffs at a former term, subject to the opinion of the Court on certain questions reserved at the trial. It appeared that the Bank of the United States created by Congress in 1816, had established the correspondence. In sign every letter States created by Congress in 1816, had estab-lished a Branch or Office at Burlington, in Ver- and paper that passed, or for notices, accounts

having adopted the first act, is to be presumed person so described as agent, and that a suit up-

tiffs having stated their claim to be two promissory notes particularly described, it is made a question, and becomes necessary to decide, whether it was competent for them to give evidence of, and recover upon, the pre-existing the interest and right of action are in the principles. debt or original consideration. According to cipsi who is named, rather than in the agent who the general rule of practice, as established by is not named. The third class is, where a bill the authorities, it seems that the particulars are considered and treater as incorporated with the declaration, and the plaintiff is not allowed to give any evidence out of them. Thus it has been held, that where the particular of the plaintiff. tiff's demand was a promissory note only, and any specification whatever of the name of the on being produced it appeared to be improperly principal, will not authorize the admission of pastamped, so that it could not be given in evilence, the plaintiff, though he might otherwise make hun a party to the instrument. have gone into the consideration of the note, was There may be, and indeed are, decisions in

tiffs could maintain an action upon it in any tion and effect of contracts and other instru-form, was undoubtedly admissible under either ments of a commercial nature, are to be sought, count to the declaration-not only under the not in the decisions of the local tribunals, but count for money had and received, but also, be in the general principles and doctrines of coming a liquidated debt, under the count on an account stated. To the admission of the note, however, an objection was made, arising upon

due upon it. On the other side, it is urged, that it obtains circulation. It is for the and that Jaudon was their eashier, acting merely | ml, and made subject to a different rule. as their agent in taking the note, having to personal interest whatever in it, the plaintiffs are to ment, without ambiguity in form or purpose, and sideration.

court of Exchequer in the case of Beckham es.

Drake et al. 9 Moes. & Welsb. 78, afterwards es of cases.

As the plaintiffs cannot be regarded as the payee of the note, it is almost superfluous to say, But however clear, undoubted, and now well es

cable to negotiable instruments? was determined, that where a bill is payable to
A. far the use of B., the right of action and of transfer is only in A., he having the legal inter-Lord Ellenborough said, that a note made and and each states the balance as due to them. tion is passed by indercement, and each party seen, they are not the payers of the note, an who receives the bill is making a contract with have no right of action upon it. it." Thus it appears, that negotiable instruments, opinion, because the evidence presented, in any according to these authorities, are exceptions to just view of it, falls short, as it appears to me, the rule which governs written sample agree-ments in general, and that this, for supposed good and sound reasons, is the established doc-tring in England.

The other note given in evidence, is the promissory note specified in the bill of particu-lars, executed by Lyman & Cole to the defend-

suit can be brought only in the name of Joseph
Forrest. It can no more be brought in the name is evidence from which notice may be inferred.

of the company, than if it had been given to a

It has been often held, that part payment, a

To notice particularly all the decisions in the various state courts, having a bearing upon the ready seen that there is sufficient presumptive evidence that Peck was the agent of the defendance that there is sufficient presumptive evidence that Peck was the agent of the defendance, and the others, and that his acts and admissions, relating to the joint interest, within the scope of his possessed authorauthout going further, to state the purport of such as have been made to the courts of some of the older and more commercial states. The decisions in the courts to which I refer present

siness and charge of the correspondence to some particular one, and have it done by and through him for all. And where it is done by and through him for all. And where it is done by and through one professedly for and in behalf of all for a series of years, as in this case, without objection, all residing in the same neighborhood and having daily intercourse and communication with each other, the assent of the others, they having adouted the first set, is to be presented and kept as the agent of another, is a note payable to the payable to from their silence and acquiescence.

4. The bill of particulars filed by the plainindorsee. The second class is, where a promison it must be in his name, or in the name of his

precluded therefrom by his particular. (Wade some of the state courts, not entirely reconcilers. Beastey, 4 Esp. Cas. 7. Brown vs. Watts. 1 able with the doctrine of the authorities which Taunt. 352, 1 Tidd's Prac. 537.) On these authorities, which are obviously directly in point, unch such local decisions may be entitled to the plaint is in the present case were confined consideration and respect on account of the by the terms of their bill of particulars to the source from which they proceed, they can have two notes specified, and were not at liberty to no influence upon the question before us, so far proceed upon the original consideration or cause as they are at varience with the general pretaction.

5. The note first specified in the bill of pariculars, and first given in evidence, if the plainsculars, and first given in evidence, if the plain-

the face of the instrument, which presents the cases, American as well as English, is, that no principal and most unportant question in the person, although in fact a principal or partner, The note is signed by the defendants, and is in this form: "We jointly and severally prome in this form: "We jointly and severally prome party to it. A promissory note, according to ise to pay to Samuel Jaudon, Esquire, Cashier, or order, &c." On the one side, it is insisted, some measure of the nature of a specialty, inthat Jaudon is the payer of the note, that the legal porting a consideration, and creating a debt or nterest and right of action are in him; and that the duty by its own proper force. Being assignable, plaintiffs, the note not being independ by Jan- and massing by more indusement, it is necessary on, can neither maintain an action directly up- that the parties to it should appear, and be known on it in their own name, nor an action in any by bare inspection of the writing; for it is on firm in their own name to recover the money the gredit of the names appearing up in it that as it appears from the evidence in the case, that and on these considerations, that it is distin-the note was given for a debt due the plaintiffs, guished from written simple contracts in gene-

be regarded as the real payee of the note, and must have operation and effect according to the as such may sue and recover the money in their terms in which it is expressed. It is made payown name. Upon this question, I might content able to "Samuel Jandon, Esquire, Cashier, or myself with a more general statement of the order." The promise therefore is to pay him, or conclusion at which I have arrived, with a more the person to whom he shall order it to be paid; summary reference to authorities and reasons; and it would be repugnant to the terms of the but the nature and importance of the question instrument to allow the Bank of the United seem to entitle it to more full and particular con- States, or any one else, without his order, to de mand and enforce payment of it by suit. It seems now to be settled in England, what. Bank is not named in the note at all, either as ever difference of opinion there may have for- principal or otherwise; nor can it be inferred, morely been in regard to it, that parol evidence from anything contained in the note, that it was is comissible to show, that a person not named made even in trust or for the benefit of the Bink, in a written simple agreement is the real party or that the Bank has any interest whatever in it to it, either for the purpose of charging him up. To let in parol evidence to show that the Bank on it, or enabling him to take the benefit of it, is the real principal, and hold that it may sue as the case may be; but not, however, to dis-charge a party who has contracted in his own name. Thus the real principal, or a partner, from or to whom the consideration has moved, sory notes upon the footing of other written may sue or be sued, upon a written simple a- simple contracts, and prostrate entirely the disgreement, though he do not appear upon its face tinction, which sound policy, as well as the na-to be a party to it. This was so decided in the ture and purpose of negotiable securities, de-

tablished, this doctring may be as to more writ- and received to their use, nor evidence of an acten simple agreements, the question is, is it appli- count stated with them. The note creates no able to negotiable instruments?

In a very early case, Ecanz vs. Cramlington, ants; and we have already seen, that, by the Carth. 5, affirmed in the Exchequer Chamber, bill of particulars, they are limited to the note, Crambington vs. Evans in error, 2 Vent. 307, it and cannot go upon the antecedent cause of acbill of particulars, they are limited to the note,

est, and B. only the equitable or beneficial in-terest. This decides that the person named as note, is sufficient to enable the plaintiff to re-the payer in a bill, and not the person for whose cover under either count. This night be so, if use or benefit it is made payable, is the party entrust is expressed and declared upon the face of actual accounting with them personally, or the bill, the case must be much clearer and through their agents. But it appears that the acstronger where neither the trust, nor the name counting, whatever there was, was with Roberston of the party having the beneficial interest, ap- and others, to whom the beneficial interest of the pears at all upon the instrument. The observa- Bank in the note, with the other effects of the nons of Buller, J. in Fenn vs. Harrison, 3 Term Bank, had been assigned in trust for certain Rep. 757, shew very plainly, that, in his opinion, purposes, and who, for anglit that appears, are no person could be considered as a party to a still owners of the property of the note. There bill, unless his name, or the came of his firm is no evidence that the account of April—'40, if a partner, appears upon it. In Sijken rs. which was prior to the assignment, was ever de-Watker et al. 2 Camp. Cas. 308, where a person livered or sent to the defendants; and as to the not appearing to be a party to a promissory note accounts of April -'42, and November -'43, was joined as a defendant in an action upon it, each is stated and rendered by the assignres, signed by one in his own name could not be letter to Peck, inclosing the account of April-42, treated as the note of him and another person neither mentioned not referred to. And in Emterson of al., Trustees," and states the account to ly vs. Lye et al. 15 East. 7, the same eminent be an account with them. The letter to Peck Judge, with the concurrence of all his learned of May-44 is signed in the same way, and associates, held, that on a bill of exchange drawn speaks of the account of November-43, as an by one only, it could not be allowed to supply account with the same persons. The accounts by intendment the names of others in order to being stated and readered as accounts with charge them; and that the plaintiff, if he would the assignees, to woom the property of the note rest his claim on the bill, must confine it to the belonged, I do not well see how the accounts party who signed the instrument. In the case of Beckham vs. Dreke et al., to which I have be fore referred as setting the general rule as to written simple agreements. Lord Abinger said, "Cases of bills of exchange are quite different in principle from those which ought to govern this case. By the law more hard a many contraction of indebtedness on the note generally, it would this case. By the law more hard a many contraction of indebtedness on the note generally, it would this case. By the law merchant, a chose in ac- not help the plaintiffs; for, as we have already

the parties upon the face of it, and with no other parties whatever. That is a class of cases quite distinct in its nature from the present." And owners of the note, recognizing their right to be Parke, B. said, "Where a contract in writing not accounted with for the note, or such an admis-under seal is made in another name than that o' sion of their title to the money due upon it as the real principal, the real principal can sue and be sued. But," he added, "the case of bills of exchange is an exception, which stands upon the might be considered as having accrued to and law inerchant; and promissory notes another, for vested in the plaintiffs before the assignment, they are placed on the same footing by the statute I do not mean to say, that, in such case, the asof Anne. In neither of these cases, can my but signess might not sue and recover upon such the parties named in the instrument, by their name or firm, be made liable to an action upon thou that might be, it is unnecessary to give any

The same doctrine, I may safely say, prevatis ents, and by them indorsed to the plaintiffs. The n general in this country, though there may planning being indersees, and the defendants in-tack been, now and then, an occasional de-dorsers, the note was unquestionably admissible parture from it. There can be little doubt, I in evidence under the count for money had and think, when we refer to the case of Van Ness vs. Forrest, 8 Cranch, 30, how the rule of law on defendants can be chargeable only as indorsers; the subject is understood in the national court, and this would be so, without any reference to There a note was executed to Joseph Forrest, the limited terms of the bill of particulars, president of the Commercial Company, for merchandize belonging to and sold as the property and therefore a purchase of the note, or as a loan of the company. On the question, whether an of money taking the note in payment, or even of the company. On the question, whether an of money taking the note in payment, or even action could be maintained upon the note in as taking it in payment of an untecedent debt. The name of Forcest, Marshal, Ch. J. said, "The Viewed in enter light, due presentment for payment were legicle." suit is instituted on a promissory note given, not the company, but to Joseph For.esc, president pensable to create any liability on the part of the company. Although the original cates the defendants. There is proof sufficient of due of action does not merge in this note, yet a suit presentment of the note for payment, but there is clearly insintainable on the note itself. Such is no direct proof of notice of nonpayment,—

person, not a member, for the benefit of the com-pany. The legal title is in Joseph Forrest, who bility, by the indorser after the note becomes recovers the money, in his own name, as a trustee for the company."

To notice particularly all the decisions in the relation to the note in question? We have al-

allowance. Now, is not the request to have this more, have issued a spirited address to the party. a separate account, coupled with the fact of an account so charged and stated being rendered, eccived, and retained without objection, an ac-mowledgment of liability to pay the note; and an it be at all material whether the acknowledgnent was before or after the assignment, wheth-

r to the plaintiffs or the assignees? I have said that no objection was made to the account of this note; and such, I think, is the just oference from the letter of Peck. But if the r note, it was not an objection to the justness or orrectness of any item in either account, but erely to the amount of the balance claimed .ed for a curtain claim he had, and said he would pay the bill mentioned in the account if the laintiff would allow that claim, it was held, that ers, supposing it to be correct. this amounted to an admission of liability to pay the bill, a counter claim being made the only obection to paying; and that an admission lity amounted to an admission that all had been offity. This is decisive, that the setting up, in friends and opponents. the present case, of a claim for a credit as the only objection, with total silence as to the want To the citizens of the Second Congressional Disof notice, is an acknowledgment of liability to pay the note in question, and thereby an admis-

account of certain demands, called the Trues dell and Burrows notes, alledged to have been In taking leave of you, as cons

debt appear to be these. On the 10th of Janua-

ry -35, resolutions were passed by the directors if the Branch Bank, recommending a compromise of the debt, and an acceptance of an offer which had been made by the Truesdells to pay fifty per cent, as a composition. The resolutions were transmitted the same day to the parent Bank, and the compromise so recommended was approved of by the parent Bank on the 16th of he same month. The return made by the Branch to the parent Bank on the 1st of June after, contains the debt in the list of the suspended debt, marked as desperate-that is, of little or no val-The same return states that the compromise had been carried into effect. So it appears that the debt had not only been marked and returned as bad and hopeless as early at least as the 1st of June -35, but had in fact then been compounded, and was so stated in the return, by whom in your wisdom you may select from the the payment of fifty per cent. The debt, notwithding, still continued on the books of the Branch, through some inadvertence or negli-gence, in the list of suspended debt, up to the 2nd of March -36, to which time the contract of purchase had relation-the debt never having en transferred, as it is said it should have been, apparently as a subsisting debt for a balance of the China Company at Boston. but had been cancelled and discharged. If this Boston and Montreller, fact was known to the defendants at the time of the purchase, the circumstance of the debt continuing on the books in the list of suspended debt can be of no real importance. It appears that two of the defendants, Peck and Lyman, acted as directors of the Branch from some time line via Chelsea for Monday m in -34 to September -35, when the Branch of papers brought the same night. fice closed. This of course included the time when the resolutions referred to were passed, and the compromise in pursuance of them was carried into effect. These two defendants, there fore, one of them being, as we have seen, the agent in making the purchase, must be presumed the debt; and if so, it would seem to be very ing his scat as a Senator from Michigan. clear that the defendants, especially as the purin question the foundation of a claim.

a debt due, at the time of the contract of pur- printed. chase. It appears that a compromise of this debt had been agreed upon by and between the parent Bank and Burrows, and that the committee on Military Affairs, in the place of Mr oromise was carried into effect on the 1st of May Cass, resigned.

15, by giving up the two notes to Burrows, and House.—Mr. Amos Tuck, of N. H., moved to taking his note for 33 1.3 per cent, of the amount. suspend the rules, in order that he might offer a Burrows failed to pay the note so given by him, resolution for the abolition of Slavery in the Disand the compromise, by its own terms, became trict of Columbia, which was taken by yers and null and void; but the two notes which had been mays, and decided in the negative—Yeas 53, given up were retained by him. In the return made by the Branch to the parent Bank on the list of June -35, before spoken of, this debt is mentioned in a memorandum at the bottom as day for the consideration of the Oregon bill, having been compromised at 3313 per cent, which was decided in the affirmative. which memorandum is signed by Mr. Lyman, one of the defendants, as director. The defendants therefore, are to be taken as having full knowledge of the condition and circumstances of the debt at the time of the purchase. They purchased the claim, whatever it was, in the state in which it then existed, as they purchased the other than the consideration and er claims composing the lump of the suspended du debt. For any thing that appears, the claim exists in the same state now as it did then. The bufirst passed. They had been too long declaim in or out of it under the purchase. The e or representation whatever on their part; and sent a force to Texas? them having officiated as directors of the the Appropriation Bul, and adopted. Branch at the time the compromise was effected.
It must be presumed that these two defendants, rules, in order that he might offer a resolution inin making the purchase, knew the terms of the of July. apromise, and all that had been done in pursuance of it. I am obliged, therefore, to say, that I see no legal grounds, on which this claim,

my more than the other, can be sustained. Having thus disposed of all the questions rais in the case, I have only to say in conclusion, -ought to be set aside, and a new trial over.

SAMUEL S. PHELPS, for Plaintiffs. RUFES CHOATE and ASAHEL PECK, for De-

Boston Museum .- Our readers will notice e advertisement of this establishment—the most splendid establishment of the kind in this country. The building itself is worth seeing.

after some time spent therein the doors were opened, and the Senate adjourned.

House.—After the transaction of some rout-For the benefit of the scrupulous, we must re- ine business, the House took up and passed the mark that a part of the Museum is in fact a play- Post Office Bill. house, which they need not visit, however, unless they choose.

If it seems to us that the Vermont Patri-the House with amendments, when it was read the third time and passed. vention was not remarkably full. Hope the Major is not afraid to let his readers know all aweek's Watchman.

PRESIDENTIAL.

Speculations abound as to the result of the tested for nonpayment, it was charged and kept | Whig Convention. Of no use, however: the a separate account, and that Peck, on a propo-al to him to have it transferred to the general acont, requested that it might continue, for the sake ever, that Gen. Taylon's friends will be numernvenience, to remain charged and kept, as it ous from the South, and press him strongly. On had been, in a separate account. In May -42, the other hand, the editor of the Boston Atlas, an account of this note, together with an account writing from Washington on the 31st, states that of the other note, separately stated, was rendered to Peck. He scknowledged the receipt of the feeling for a Free State candidate is gaining th accounts in June following, making no ob strength. But let us wait. As to the Locos, we ection whatever to the account of this note, nor refer the reader to the first page; the New York indeed any objection to the account of the other note, except that credit was not given the defendants for certain demands, called the Truesdell presses of the Barnburners in the Empire State, and Burrows notes, for which they claimed an The Barnburner delegation, rejected at Balti-

THE TREATY.

The reports from Mexico have been contradictory, as usual, for the past week, and the last report is that the TREATY HAS BEEN RATIFIED. Probably true: the bargain is too good a one for Mexico to lose,

objection was intended to apply to the account of this other day, but at too late an hour to permit us to give The Council of Censors met on Wednesthe organization.

By the way, we are informed by a friend and one of the County Clerks, that the vote of Dr. The objection was that a certain credit had not been given, thereby impliedly admitting that the note was a proper item in the account. In Campbell vs. Webster, 2 Man. Gran. & Scott, 258, ly published in our paper-it should have been where the defendant, in answer to an account one hundred higher. There have been no less sent him by the plaintiff, admitted it to be all than three different statements of the vote pubcorrect, except that the plaintiff had not credit-lished; we copied from a statement certified by the chairman and clerk of the board of canvass-

JUDGE COLLAMER

Declines a re-election to Congress. He reic which was requested to constitute such lia- tires with a high reputation, both among political

trict in the State of Verment.

The time is near when it is your practice to on that notice had been given.

7. The only remaining question in the case at tive to Congress, and, therefore, I at this time inform you that I desire you no longer to regard

In taking leave of you, as constituents, I deincluded in the purchase from the plaintiffs, and sire to express to you my deepest feelings of gratto have been controlled or discharged by them.
The circumstances attending the Truesdell
Truesdell on the purchase from the plaintiffs, and sire to express to you my deepest feelings of gratitude for the indulgence, friendship, and confidence which your repeated elections have expressed in one recommended by no adventitions pressed in one recommended by no adventitious circumstances of fortune, family, or fame. Grate-fully do I remember that I have been your Representative by your unsolicited selection. I re gret that such manifestations of regard could not have been returned by me with services more successful; but my duties have been performed at an inauspicious period and in a political mi-nority. All I can say is, I have endeavored to

serve you with fidelity.

Though you may not have been gratified with lustre shed upon you by the brilliancy of your Representative, you may rest assured he has ever felt himself sustained by a consciousness that he represented an intelligent, conservative, christian constituency, whose views and charac many among you entirely competent to the du-ties of the station.

J. COLLAMER. Washington, May, 1848.

OOLONG TEA .- Nothing more proper for an to the general account. The inference from all "editor's table;" and if you long for the genuthis is, that though the debt stood on the books ine article, you can get it at Scott's, put up by editor's table;" and if you long for the genu-

BOSTON AND MONTPELIER. The mail now

We are indebted to Norton & Graves' line via Chelsea for Monday morning's Boston

Congress.

Sanate. - The Vice President laid before the to have had knowledge of the facts in relation to Senate a communication from Gen. Cass, resign-

clear that the defendants, especially as the pur-chase of the suspended debt was in the lump, on an estimate of its value. A message in writing was received from the an estimate of its value in gross, and at a great discount on that estimate, cannot make the debt ture of Oregon, asking aid from the U.S. Government against the Indians, and recommending The other debt, the Burrows debt, consisting that aid be given to them. The message, with of two notes, also stood on the books of the accompanying documents, was referred to the Branch in the list of suspended debt, apparently

Committee on Military Affairs, and ordered to be

On motion of Mr. Badger, of North Carolina,

A message was received from the President

Mr. Vinton said the Appropriation Bills should plaintiffs have not discharged it, interfered with layed, and that money was wanted. Slavery it in any way, or done any thing to deprive the would probably be discussed in connection with edeadants of any right or benefit they could the Oregon Ball, and prolong its consideration, laim in or out of it under the purchase. The Mr. Nathamel Boyden, of Mass. asked why tiffs sold the debt as it was, as they sold the the President did not send a force at once to Or rest of the suspended debt, without any guaran | ogon, without consulting Congress, as he had

the appearance the books presented of it could and thave deceived or misled the defendants, two nally to make it the order of thy day, next after

e of whom, as before remarked, was the agent layor of the adjournment of Congress on the 10th Ca his motion, the yeas and nays were

manded, and decided in the negative, as follows: -Yeas 113, nays 69. Two-thirds not voting it, the House refused to suspend the rules TUESDAY, May 30. Senate.-Mr. Atchinson, of Missouri, intro

that the result from the whole is, that for the readuced a joint resolution in favor of closing the sons given on some of the points reserved, the present session of Congress on the first Monday luced a joint resolution in favor of closing the verdict, in my opinion—and such is the result of in July, and of holding an extra session, com-the opinion of the Judge who presided at the ar-mencing the first Monday in October, which lies

Mr. Atherton, of New Hampshire, chairman of the Committee on Pinance, moved to take up the appropriation bill, which was agreed to.

Mr. Atchinson offered an amendment respecting the paying to Col. Richard M. Johnson ten consand dollars for the expenses of the Choctaw Indian Acodemy. After considerable discussion, the subject was informally laid aside.
The Senate went into Executive session, and

House .- After the transaction of some rout-

took up the bill in favor of the West Point Mili-The committee rose and reported the bill to

WEDNESDAY, May 31. bout it. If such is really the case, however, we advise the democrats to get the reading of last clution which he had previously offered to close

October, was taken up, read twice, and made the order of the day for Monday week. Mr. Bright moved to take up the bill relating to the establishment of a Territorial Government n Oregon, which was agreed to.

Mr. Benton moved to provide a regiment of counted volunteers to repel the hostile Indians. Mr. Hale offered an amendment to the bill,

extending the ordinance of 1787 to Oregon.

Mr. Yulee called for the yeas and nays.

Mr. Lewis said the amendment presented a very important question and he should like to

Mr. Hale replied that it was an important question, the great question of the day. He therefore moved to postpone it and make it the special order of the day for next Monday.

Mr. Bright opposed the postponement. There was an urgent necessity for immediate action, and he should insist on taking the vote today.

Mr. Calhoun desired to know if it was the intention of the Committee on Territories to permit the incorporation of this amendment in the

Mr. Bright replied that as to himself he should

vote against the amendment. Mr. Calhoun said that if such was the general understanding, he had no objection to take the vote today; but if not, he should vote for a postponement, and should teel it due to his secuon of the country to meet the question boldly

Mr. Niles suggested a postponement of the bill, and to pass Mr. Benton's amendment sepa-

Mr. Hannegan urged immediate action. He should vote against Mr. Hale's amendment under any circumstances. He considered it an idle estion. Every foot of Oregon lies North of

the line of the Missouri compromise.

Mr. Benton hoped the bill would pass today. If the slavery question was presented, he would meet it. No gentleman on that floor should assume to speak for the whole fifteen slave-holding States. He claimed to speak for one.

Mr. Westcott said the bill already contained the substance of Mr. Haje's amendment ingeni-

ously disguised, and he moved the bill reported by the Judiciary Committee at the last session as a substitute for the present bill.

The debate was continued by Messrs, Hale, Hannegan, and Davis of Massachusetts, and was

then postponed till tomorrow, House.—Mr. Cummings introduced a bill regarding the right of naturalized citizens, which was read twice and referred to the Committee

Mr. Strohm, from the Committee on expendi

tures, submitted a report showing errors in the fiscal statement of the Secretary.

A debate ensued. Messrs, Bedinger and Cobb efended the Secretary, and desired that the miority report should be printed with that of the najority. Messrs. Rockwell, Strobm and Hud-

son opposed it.

When the morning hour expired, the House resolved itself into a Committee of the Whole on the bill to regulate the appointment of Clerks to the Executive Departments.

The Committee rose and reported the bill to the House, and it was passed.

The House then took up the bill to suppress hostilities in Oregon, which was discussed, no action was had thereon.

THURSDAY, June 1.
In the Senate, Mr. Dalias being absent, Mr. atchison was appointed President pro tem.

Mr. Bright moved to take up the bill relating Oregon, the question pending was upon Mr.

inle's amendment.

Mr. Hale said he had been accused of throwing a firebrand into the Senate by his amend-ment. He did not wish to embarrass the bill, and therefore would withdraw the amendment in order to let the question be taken on Mr.

Westcott's amendment.
A debate sprang up, in which Messrs. Butler,
Bright, Westcott, Bagby, Calhoun, Miller, Dickinson, Foote and Hale participated. Without taking any question the Senate ad-

In the House, Mr. Strohm's report, which was ndisposed of yesterday, proposing to print 10,-000 copies was discussed The minority asked today for the counter re-

port.

The majority said print this now, and the other when it is ready, without action.

Mr. Rhett made a slavery speech. Mr. Venable followed on the same side. FRIDAY, June 2. Senate.—Mr. Davis, of Mississippi, presented an offering from the army, of the flag which was displayed from the Halls of Montezuma, on the

capture of that city, accompanied with appropri-Mr. Bright moved to take up the bill relating Oregon. He withdrew his motion to strik

it the 12th section. Mr. Berrien renewed it, and commenced speakng upon it, when a debate sprang up, in which

Messrs. Westcott, Turney, and Badger partici-pated. It was continued by Messrs. Rusk, But-er, Badger and Niles. Mr. Houston offered an amendment to the bill.

which was designed as a compromise. After several ineffectual attempts to get a vote, the Senate went into executive session some time spent therein, adjourned. In the House, Mr. Edwards, from the Select ommittee, reported a bill prohibiting the importion of adulterated drugs, which was passed. Mr. Rockwell called for the regular order of

self into a committee of the whole on private bills, and after some time spent therein, the comittee rose and the House adjourned. SATURDAY, June 3. In the Senate, the Oregon bill was discussed. Mr. Foote offered an amendment, which he hought would obviate objections made on the

iness. Accordingly the House resolved it-

art of the South to the 12th section. Mr. Bright accepted the amendment. Mr. Westcott spoke of the proposition as of an

effectual and deceptive character. Mr. Foote replied. Mr. Underwood addressed the Senate in favor f leaving the people of Oregon free to act for

themselves on the question of slavery, and offerd an amendment to that effect. Mr. Dayton inquired if the Senator from Ken-ucky admitted that Congress had a right to exdude slavery from the territory of Oregon.

Mr. Underwood admitted that Congress had h power, while Oregon remained a territory.

He hoped the whole subject would be left to the cople of the territory.

Mr. Baldwin, of Connecticut, followed.

After he had concluded, Mr. Badger suggest ed an amendment, by inserting in the 12th secion the words -" but shall not be subject to the 6th article of the compact contained in the ordi-

Mr. Foote accepted the amendment ; but without taking any question, the subject was passed over. Mr. Hale has the floor for Monday, In the House, in Committee of the whole, Mr.

Rockwell, of Connecticut, in the chair, the navy appropriation bill was taken up, when Mr. Brodhead, of Pennsylvania, obtained the floor and made a democratic speech, in the course of which he repudiated the Wilmot Proviso, and said the Whigs would have to do the same thing they run a man who takes no ground on the

ubject, but who is himself a practical slaveholer. After he had concluded, Mr. Brown of Mississippi, followed in a polit al speech.

Foreign News.

LATER FROM EUROPE. TRIVAL OF THE STEAMER UNITED STATES AT NEW YORK.

TTEMPTED REVOLUTION IN PARIS! THE NA TIONAL ASSEMBLY DISPERSED AND AGAIN RESTORED! EXCITEMENT IN BERLIN!-BLOODSHED IN MADRID! The Steamer United States, Capt. Hackstaff,

which left Liverpool at 5 P. M., on the 17th ult., arrived at New York early yesterday morning, and the news she brought was immediately sent ere by telegraph.
GREAT BRITAIN.

England was tranquil when she left, nor is there any news of interest in the telegraphic re-port, save the death of Lord Ashburton, (Webster's associate in settling Maine boundary ques-tion,) on the 14th ult. At Liverpool Flour has Senate.—On motion of Mr. Atchison, the resolution which he had previously offered to close the present session on the 1st Monday in July next, and to meet again on the 1st Monday in